

ARTICLE 27

SAFETY AND HEALTH

1. **General:** The Parties mutually agree to cooperate in common efforts to create and maintain a safe and healthy workplace and safe and healthy working habits and conditions to minimize accidents and prevent lost work time due to illness or injury. A safety and health program will be administered in accordance with Forest Service Manual (FSM) 6700, as may be changed or amended, and Executive Order 12196. Employees involved in activities or representation pursuant to this article shall receive official time for such activities. The Parties agree that changes to safety equipment used by bargaining unit employees is an important topic, and predecisional discussions are encouraged prior to changes being made.

The Parties agree it is a violation to intimidate, threaten, restrain, coerce, blacklist, discharge, or in any other manner retaliate against any employee because the employee has raised any safety issues pursuant to 29 CFR 24.100(a) and 29 CFR 24.102.

2. **Workplace Security:** Workplace facilities occupied on a regular basis will have a written workplace security plan. Development of this plan is appropriate for Partnership discussions; however, the Agency is ultimately responsible for ensuring that there is a plan. Each plan, notwithstanding national direction on workplace security, will be developed to meet local situations and may be subject to impact and implementation bargaining. At a minimum, the plan must address the following:
 - a. Occupant emergency plans.
 - b. Security of buildings and surrounding areas, such as parking lots.
 - c. Workplace violence.
 - d. Continuation of Operation Plans.
3. **Agency Safety and Health Inspections:** Management will conduct an annual safety and health inspection by qualified personnel of Forest Service facilities that

are regularly used. The Union will be notified and invited to participate at least 14 days prior to these safety and health inspections. Management will send the Union a copy of reports from the inspections. All first aid kits will be part of this inspection and their contents shall be updated to meet published agency standards.

- 4. Local Safety and Health Programs:** The Local parties may agree through negotiations to establish safety and health programs, such as:
- a. Health services.
 - b. Preventive medicine.
 - c. Smoking policies.
 - d. Other health and safety issues related to the local work environment.
 - e. Wellness Programs: The Parties recognize the benefits of a physically fit and healthy workforce and agree upon the appropriate arrangements whereby employees may voluntarily participate in a wellness program, which would include administrative leave not to exceed 3 hours per week, if the workload permits.

The Local parties may mutually agree to exempt administrative leave as a provision of their wellness program. If use of administrative leave in lieu of duty time is not feasible, Local parties are encouraged to consider some reimbursement for fees associated with off-duty wellness activities. The specific details for each unit's wellness program will be left to the Local parties. The Parties fully expect collaborative negotiations at the local and intermediate levels to support the health and well being of employees to the fullest extent possible. However, if disagreement arises through negotiations, or application of local agreements, 3 hours per week of administrative leave is the default if the workload permits.

These provisions do not affect the physical fitness requirements or policy for those employees who are covered by arduous duties covered by firefighters and Law Enforcement Officers.

5. Safety and Health Committees:

- a. The Local parties may establish, through negotiations, local Safety and Health Committees to review local health and safety programs and formulate recommendations regarding ongoing problems and useful improvements. The following arrangements shall be negotiated:
 - (1) Size and composition of the committee, including Union representation.
 - (2) Frequency and scheduling of committee meetings.
 - (3) Selection of committee chair (by rotation, election, or appointment).
 - (4) Publicizing of meetings and distribution or posting of agendas.
 - (5) Local safety award programs
- b. Further details may be negotiated by the Local parties.

6. Health and Safety Policies:

- a. Management will provide safe and sanitary working conditions and equipment, in consonance with standards promulgated under the Occupational Safety and Health Act of 1970 (OSHA). In consonance with Chapter XVII, Title 29, Department of Labor Rules and Regulations, Management shall post notices informing employees of the protections and obligations provided for in the OSHA.
 - b. The Parties at the national level agree to meet annually to review a safety and health program and to make recommendations. This meeting may be combined with another national meeting as appropriate. Management agrees to provide the Union, on a case-by-case request, with available, relevant agency information on safety and health, insofar as it is compatible with the Privacy Act.
7. The Parties agree to encourage employees to wear or use protective clothing and/or equipment of the type required, approved, and supplied for safe performance of their work. Management agrees to provide any special and/or unusual safety equipment or supplies (such as personal protective clothing or equipment and devices) necessary as identified in an approved job hazard analysis or Forest Service Handbook (FSH 6709.11,70, 72-Exhibit 01). The Union may negotiate at the Local level the type of safety equipment and safety supplies defined as a result of the job

hazard analysis. Equipment and supplies shall be replaced when determined they are no longer acceptable for their intended purpose. Employees may request an inspection of supplies or equipment suspected to be defective and supervisors shall treat such requests as a priority.

8. Safety plans and job hazard analyses will be reviewed at least annually by the Local parties or safety committees. The safety plan and the job hazard analysis will be jointly reviewed by the employee and supervisor as part of the job hazard analysis process. The job hazard analysis shall be recorded on Forest Service form, FS-6700-7. Management will provide access to copies of Job Hazard Analyses (JHAs), safety plans, and material safety data sheets (MSDS) information to the employees and the Local Union. The format for providing this information is negotiable at the Local level.
9. Management agrees to provide adequate sanitary facilities, water, and indoor environmental conditions (including lighting; heating; relative humidity; ventilation; air quality; and absence of pests, airborne pathogens, and irritants) in work areas in accordance with laws and regulations (for example, OSHA). If it is determined that sanitary facilities, water, indoor environmental conditions, and/or space are not adequate to protect the health and safety of an employee in any work area, corrective action will be taken to the extent feasible within a reasonable amount of time after becoming aware of the condition(s). In facilities not controlled by the Forest Service, such corrective action will be requested by management at that location within a reasonable amount of time after becoming aware of the condition(s). Actions being taken shall be communicated to employees and the Union.
10. Management will, to the extent feasible, eliminate identified safety and health hazards. Whenever such conditions cannot be readily abated, Management shall inform the Union and the parties shall arrange a timetable for abatement, including a schedule of interim steps to protect employees. Arrangements shall include notifications; warnings; relocation of employees, if needed; information to employees exposed to the hazardous conditions; and other steps the parties may agree are

necessary under the circumstance, such as holding informational meetings with affected employees.

11. The parties, in the course of normal duties, shall encourage employees to work safely and to report any observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment, and conditions, as well as environmental conditions in their immediate areas that may represent safety and health hazards. The Local parties are encouraged to work together to resolve issues related to employee health and safety as they arise, which includes ways to improve safety conditions.

12. Unsafe Working Conditions:

- a. When an employee feels that he or she is subject to conditions so severe that even a short-term exposure to such conditions would be detrimental to health and safety, he or she should report the circumstances to the immediate supervisor. The supervisor shall inspect the work area or substance in question and analyze the situation to ensure that it is safe (or may be safely handled) before requiring the employee to carry out the work assignment. If any doubt regarding the safety of existing conditions is raised by the supervisor, an appraisal shall be obtained from the appropriate Management official before proceeding. Safety and health specialists may also be consulted by supervisors, employees, managers, or Union officials in these situations. The Local Union will receive, upon request, a copy of any documentation of the inspection or appraisal of the alleged unsafe working conditions.

(1) Agency inspections will be conducted promptly in response to employee reports of imminent danger conditions, potentially serious conditions, and for other than serious safety and health conditions in accordance with 29 CFR 1960.28 (d)(3).

(2) An inspection may not be necessary if, through normal Management action and with prompt notification to employees, safety and health committees, and the Union at the appropriate level, the hazardous condition(s) identified can be abated immediately.

- b. If the supervisor determines an unsafe or unhealthy circumstance exists and the supervisor cannot readily correct the hazard, the supervisor will take preventive action as specified in Section 9 above. The employee or group of employees who continue to believe that work is being required under conditions that are unsafe or unhealthy beyond the normal hazards inherent in the operations in question have the right to file a grievance. An employee or the Union may request an OSHA inspection at any time
- c. In the absence of immediate access to the supervisor, the employee may suspend his or her work whenever any environmental condition or combination of conditions (including, but not limited to, temperature, relative humidity, wind, precipitation, and air quality) become so extreme as to pose an immediate danger to employee health and safety that cannot be readily mitigated by the use of appropriate, approved protective equipment or technology. The employee will then promptly contact the supervisor as appropriate.

13. No employee will be required or permitted to handle potentially hazardous materials without the proper training and information as prescribed by Federal law or regulation. As required by laws and regulations (for example, OSHA), a chemical exposure-monitoring plan will be provided for employees working with hazardous materials that pose a threat of long-term physical damage, including appropriate medical examinations and testing at the Agency's expense.

14. Employees will be made aware of any exposure to hazardous materials when required by the OSHA Right To Know Regulation.

15. Management will make every reasonable attempt to ensure that hazardous or poisonous substances are properly marked and stored in accordance with Federal labeling and storage regulations. Upon discovery of noncompliance with Federal

labeling and storage regulations, Management will immediately initiate corrective action.

16. On-The-Job Injury or Illness: The Agency will take appropriate action to secure emergency treatment for an employee during duty hours for job and non-job-related injuries or illnesses, if the employee's condition is such that they cannot arrange treatment for themselves. Employees shall report to their supervisor all injuries or occupational illnesses that occur on the job, and the information will be entered into the Agency's electronic reporting system, currently the Forest Service Safety and Health Information Portal System (SHIPS). Management will provide assistance in case the employee is unable to do this. This requirement in no way affects the employee's rights and benefits under Office of Workers' Compensation Programs (OWCP) regulations. Management shall expeditiously process and forward to OWCP all documentation that is required by OWCP within the Agency's control when an employee sustains an on-the-job injury or contracts an occupational disease. At the employee's request, copies will be sent to their doctor, the National Federation of Federal Employees (NFFE) Local, or other personal representative of the employee. Management agrees to provide employees with assistance in processing claims under the Federal Employees Compensation Act.

17. Where documented medical evidence shows the work environment is contributing to a medical problem, Management will correct identified safety hazards or will make every reasonable effort to place the employee in a suitable environment and/or provide alternate work until the hazard is corrected.

18. Temporary Accommodation: When employees are temporarily unable to perform their regularly assigned duties because of documented confirmed illness or injury, but may be capable of returning to or remaining in a duty status, Management may detail such employees to work assignments Management determines to be available and compatible with the employee's physical condition, or temporarily tailor the employee's regularly assigned duties to the physical limitations to the extent Management determines such changes are feasible and warranted.

19. Video Display Terminals (VDTs): Continuous operation of VDTs over extended periods of time may cause physical problems. Therefore, VDT operators will be provided periodic breaks away from the terminal during their workday. For example, operators may be provided a diversion in work of at least 10 minutes per hour away from the terminal. Ergonomic furniture and preventive devices will be provided when identified in an approved Job Hazard Safety Analysis. Employees may request a temporary assignment that does not require extended use of the VDT.

20. Blood Borne Pathogens Program:

- a. Direction and guidance pertaining to this program is contained in FSH 6709.11, Chapter 50.
- b. Blood borne pathogens testing: When an employee believes he or she has been exposed to blood borne pathogens in the line of duty, the employee will be encouraged to take the appropriate test as soon as possible to establish a baseline and to file the appropriate documentation (for example, CA-1s and CA-2s). Employees shall be retested as directed by appropriate medical personnel. In any location where tests are not free, or where the employee has concerns about free testing clinics, the Forest Service will pay for the tests in accordance with regulations governing payment for employee testing.
- c. Vaccinations: The agency will comply with OSHA requirements for employer-provided vaccinations of employees at risk (for example, Hepatitis-B vaccinations).
- d. No employee will be required to perform CPR or to expose themselves to body fluids without the appropriate protective equipment listed above, except at his or her own discretion.

21. Occupational Health and Safety Training: Management recognizes the need for training and orientation regarding occupational health and safety, including training on blood borne pathogens, where appropriate, to ensure employee safety and a minimum loss of work time due to injuries. Management will inform all employees of safe working habits and practices appropriate to their job, with special emphasis on

orientation of new employees. In addition, supervisors will instruct employees on safe working habits, practices, and procedures in regard to specific job assignments. The Health and Safety Code Handbook (FSH 6709.11) will be accessible to all employees.

22. Law Enforcement:

- a. Employees with law enforcement responsibilities will be properly trained and equipped to accomplish the job, providing for safety to employees and the public in accordance with FSM 5300.
- b. Employees with law enforcement responsibilities will normally be provided with radio contact or other provisions for adequate backup. When the law enforcement officer is in a hazardous situation, the law enforcement officer may temporarily absent themselves from the work situation with notification to their supervisor in accordance with Section 12 above.

23. Communications: Employees will be provided with communication devices when identified as necessary by a JHA or as otherwise appropriate for the protection of the employee.

24. Serious Accidents and/or Fatalities: For serious accidents and/or fatalities involving an employee, the following procedure will be followed:

- a. Initial release of information to the media or public will only be made by the responsible Management official. No release to the media or public will be made until next of kin has been notified.
- b. The Union will be notified as soon as practicable. Management will normally allow a Union representative to serve on the investigative team for investigations other than Chief's level investigations. The Union will be invited to participate in all Chief's level investigations. A Union official will be invited to observe the accident review board. A Union representative serving on the team will be expected to keep all the confidences that the investigation team members must keep. The Union representative will be released in accordance with Article 5.6.

- c. OSHA will be notified immediately of any fatal accident.
- d. The Union will be provided copies of all reports and investigations related to serious accidents or fatalities upon request after the Management review process is complete, which is normally within 60 days of the incident. If Management denies release, the Union may seek the information through other appropriate means.

25. OSHA Training for Union Representative: Within budget constraints, when formal OSHA training is being offered, the Union safety representative who needs the training will be included. A qualified Forest Service safety officer will be considered for providing on-the-job training.

26. Safety Meetings: Each work unit will hold meetings that contain safety topics on a regular basis. This does not preclude the need for more safety discussions.